

Supportive Housing Connection Landlord Agreement

Summary

Through the Supportive Housing Connection (SHC), the New Jersey Department of Human Services (NJDHS) and the New Jersey Housing and Mortgage Finance Agency (NJHMFA) will collaborate to provide rental subsidy payments to consumers receiving NJDHS rental subsidies. NJHMFA will only serve consumers referred by NJDHS. The rental subsidy programs that NJHMFA will administer on behalf of NJDHS include Tenant Based, Project Based, and Sponsor Based assistance.

This Landlord Agreement (Agreement) authorizes the SHC to collect the information required on this form including household members' names, unit address, and landlord's name and payment information. Collection of this information is mandatory.

Instructions

Use of this Agreement is required by the SHC. Modification of the Agreement is not permitted. This Agreement has two parts. Part I consists of the Agreement, and Part II consists of the tenant's Contract Information. Landlords are required to sign the entire agreement for each new tenant who receives rental assistance from NJDHS.

Part I: Landlord Agreement with NJHMFA

1. Purpose

- a. This is an Agreement (the “Landlord Agreement” or “LA”) between the SHC and the landlord. The Agreement is entered to provide assistance for the household under the NJDHS rental assistance programs.
- b. The Agreement only applies to any household and contract units specified in Part II of the Agreement.
- c. During the Agreement term, the SHC will pay housing assistance payments to the landlord in accordance with the Agreement.
- d. The household will reside in the contract unit with assistance under the NJDHS rental assistance programs. The housing assistance payments by the SHC assist the tenant to lease the contract unit from the landlord for occupancy by the household.

2. Lease of Contract Unit

- a. The landlord will lease the contract unit to the tenant for occupancy by the household with assistance under the NJDHS rental assistance programs.
- b. The landlord certifies that:
 - i. The lease is in a standard form that is used in the locality by the landlord and that is generally used for other unassisted tenants in the premises.
 - ii. The lease is consistent with State and local law including the Law Against Discrimination, the Truth-in-Renting Act, the Anti-Eviction Act, the Security Deposit Law, the Multiple Dwelling Law and other laws; more information may be found at the Landlord-Tenant Information Service website:
http://www.state.nj.us/dca/divisions/codes/offices/landlord_tenant_information.html.
 - iii. The SHC has no liability or responsibility to the landlord or other persons for the household’s behavior or the household’s conduct in tenancy.
 - iv. Any lease will include such other terms and conditions as may be deemed appropriate by NJDHS, the SHC or by NJHMFA.

3. Maintenance, Utilities, and Other Services

- a. The landlord must maintain the contract unit and premises in accordance with the HUD Housing Quality Standards (HQS). Information about the HQS can be found here:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/hqs and
<http://www.hud.gov/offices/adm/hudclips/guidebooks/7420.10G/7420g10GUID.pdf>.
- b. The landlord must provide all utilities needed to comply with the HQS.
- c. If the landlord does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the SHC may take any of the following actions including: recovery of overpayments, suspension of housing assistance payments, abatements or other reduction of housing assistance

payments, termination of housing assistance payments, and termination of the Agreement. The SHC may not exercise such remedies against the landlord because of an HQS breach for which the household is responsible, and that is not caused by the landlord.

- d. The SHC shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the landlord corrects the defect within the period specified by the SHC and the SHC verifies the correction. If a defect is life threatening, the landlord must correct the defect within no more than 24 hours. For other defects, the landlord must correct the defect within no more than 14 days from the date of the failed inspection. If the defect has not been corrected within this timeframe, the rental subsidy payment will be abated, effective the first day of the month following the fail date.
- e. The SHC may inspect the contract unit and premises at such times as the SHC determines necessary, to ensure that the unit is in accordance with the HQS. At a minimum, units will be inspected prior to lease-up and annually thereafter.
- f. The SHC must notify the landlord of any HQS defects shown by the inspection.
- g. The landlord must provide all housing services as agreed to in the lease.

4. Term of Agreement

- a. The term of the Agreement begins on the first day of the term of the lease, and terminates on the last day of the term of the lease (including any extensions).
- b. When the Agreement terminates:
 - i. The Agreement terminates automatically if the lease is terminated by the landlord or the tenant.
 - ii. The SHC may terminate program assistance for the household for any grounds authorized in accordance with SHC requirements. If the SHC terminates program assistance for the household, the Landlord Agreement terminates automatically.
 - iii. If the household moves from the contract unit, the Landlord Agreement terminates automatically.
 - iv. The Agreement terminates automatically 90 calendar days after the last housing assistance payment to the landlord.
 - v. The Agreement terminates automatically upon the death of a single member household, including single member households with live-in aides.
 - vi. The SHC may terminate the Agreement if the SHC determines that the unit does not meet all requirements of the HQS, or determines that the landlord has otherwise breached the Landlord Agreement.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the landlord or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the landlord or the tenant.

- c. Part II of the Agreement specifies what utilities and appliances are to be provided or paid by the landlord or the tenant. The lease shall be consistent with the Agreement.

6. Rent to Landlord: Reasonable Rent

- a. During the Agreement term, the rent to landlord may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the SHC in accordance with DHS requirements.
- b. The SHC must determine whether the rent to landlord is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the SHC must consider:
 - i. The location, quality, size, unit type, and age of the contract unit; and
 - ii. Any amenities, housing services, maintenance and utilities provided and paid by the landlord.
- c. During the SHC Contract term, the rent to landlord may not exceed rent charged by the landlord for comparable unassisted units in the premises. The landlord must give the SHC any information requested by the SHC on rents charged by the landlord for other units in the premises or elsewhere.

7. Security Deposit Payment to Landlord

- a. NJHMFA may pay up to a maximum of one and a half month's security deposit to a landlord prior to tenant move-in, as directed by NJDHS. In cases where NJHMFA will not make the security deposit payment on behalf of a tenant, the security deposit payment will be made by the tenant.
- b. The landlord may not charge tenants with rental subsidies from NJDHS more than what other tenants are charged for security deposits for similar units.
- c. The landlord must provide the following information to NJHMFA regarding the security deposit: bank name, bank address, type of account, interest rate, and amount of deposit.
- d. The security deposit must be placed in an interest bearing account.
- e. The landlord must at all times fully comply with the Security Deposit Act [N.J.S.A. 46:8-19, et. seq.], except that the NJHMFA shall be deemed the owner of the security deposit, rather than the tenant (unless the tenants supplied their own security deposit from their own funds, in which case, the tenant would be deemed the owner).
- f. The landlord is required to pay the interest or the earnings generated on any security deposit made by NJHMFA to NJHMFA annually. This interest payment is due to NJHMFA in the form of a check 45 days after the anniversary of lease execution. The check must be made out to the New Jersey Housing and Mortgage Finance Agency and sent to New Jersey Housing and Mortgage Finance Agency, c/o **SHC**, 637 South Clinton Avenue, Trenton, NJ 08611. Again, where the security deposit is paid by the tenant, interest or the earnings generated on any security deposit must be sent to the tenant.
- g. In the event the security deposit is moved to another bank or money market fund, the landlord must provide written notice to NJHMFA, c/o **SHC**, within 30 days of fund movement. The notice to NJHMFA, c/o **SHC** must include the following

information: tenant name and address, bank name, bank address, type of account, interest rate, amount of deposit, and a signature of an official from the bank.

- h. In the event that a transfer of ownership of the property occurs, NJHMFA, c/o **SHC**, will require notice of the tenant name and address, new bank name, bank address, type of account, interest rate, amount of deposit, and signature of an official from the bank within 30 days of the transaction.
- i. The landlord must return the NJHMFA supplied security deposit and any accumulated interest or earnings to NJHMFA within 30 days after tenant move out or lease termination. In the event the landlord deducts any amount from the security deposit, the landlord must provide an itemized list of such deductions in compliance with the Security Deposit Act. The check must be made out to the New Jersey Housing and Mortgage Finance Agency and sent to New Jersey Housing and Mortgage Finance Agency, c/o **SHC**, 637 South Clinton Avenue, Trenton, NJ 08611.
- j. In the event that tenant is displaced due to flood, fire, evacuation or condemnation of the property, the landlord is required to return the NJHMFA supplied security deposit to NJHMFA, c/o **SHC**, within 5 days.

8. SHC Payment to Landlord

- a. When Paid
 - i. During the term of the SHC Agreement, the SHC must make monthly housing assistance payments to the landlord on behalf of the household at the beginning of each month.
 - ii. The SHC must pay housing assistance payments promptly when due to the landlord.
 - iii. The SHC shall not be obligated to pay any late payment penalty if the SHC determines that late payment by the SHC is due to factors beyond the SHC's control. Moreover, the SHC shall not be obligated to pay any late payment penalty if housing assistance payments are delayed or denied as a remedy for landlord breach of Agreement. Landlord will not evict or penalize the tenant due to any late or overdue payment by the SHC.
 - iv. Housing assistance payments shall only be paid to the landlord while the household is residing in the contract unit during the term of the Agreement. The SHC shall not pay housing assistance to the landlord for any month after the month when the household moves out unless otherwise determined by NJDHS and NJHMFA.
- b. Landlord compliance with Agreement
 - i. Unless the landlord has complied with all provisions of the Agreement, the landlord does not have a right to receive housing assistance payments under the Agreement.
- c. Amount of Rental Assistance Payment to Landlord
 - i. The amount of the monthly rental assistance payment to the landlord shall be determined by the SHC in accordance with SHC requirements.
 - ii. The amount of the rental assistance payment is subject to change during the Agreement term in accordance with SHC requirements. The SHC must

- notify the household and landlord of any changes in the amount of housing assistance payment.
- iii. The housing assistance payment for the first month of the Agreement shall be pro-rated for a partial month, if appropriate.
- d. Application of Payment
 - i. The monthly housing assistance payment shall be credited against the monthly rent to landlord for the contract unit.
- e. Limit of SHC Responsibility
 - i. The SHC is only responsible for making housing assistance payments to the landlord in accordance with the Landlord Agreement and SHC requirements for a tenancy under the rental assistance program.
 - ii. The SHC shall not pay any portion of the rent to landlord in excess of the housing assistance payment.
- f. Overpayment to Landlord
 - i. If the SHC determines that the landlord is not entitled to the housing assistance payment or any part of it, the SHC, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the landlord.

9. Landlord Certification

- a. During the term of this contract the landlord certifies the following:
 - i. The landlord is maintaining the contract unit and premises in accordance with the HQS.
 - ii. The contract unit is leased to the tenant. The lease is in accordance with the Agreement and program requirements. The landlord has provided the lease to the SHC, including any revisions of the lease.
 - iii. The rent to landlord does not exceed rents charged by the landlord for rental of comparable unassisted units in the premises.
 - iv. To the best of the landlord's knowledge, the members of the household reside in the contract unit, and the unit is the household's only residence.
 - v. The landlord (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the household.
 - vi. The landlord will comply with any request for a background or credit check as may be required by NJHMFA as outlined in the Supportive Housing Connection Policies and Procedures.
 - vii. The landlord has complied with the Landlord Identity Law [N.J.S.A. 46:8-27, et seq.]; see:
http://www.nj.gov/dca/divisions/codes/publications/pdf_lti/landlord_idnty_law.pdf

10. Prohibition of Discrimination

- a. The landlord must comply with the New Jersey Law Against Discrimination [N.J.S.A. 10: 5-4, et seq.] and the federal Fair Housing Act; see:
[http://www.state.nj.us/dca/divisions/codes/publications/pdf_lti/discrim_in_hsing.p](http://www.state.nj.us/dca/divisions/codes/publications/pdf_lti/discrim_in_hsing.pdf)
[df](http://www.state.nj.us/dca/divisions/codes/publications/pdf_lti/discrim_in_hsing.pdf) and

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_op/FHLaws/yourrights

11. Landlord's Breach of Agreement

- a. Any of the following actions by the landlord (including a principal or other interested party) is a breach of the Agreement by the landlord:
 - i. If the landlord has violated any obligation under the Agreement, including the landlord's obligation to maintain the unit in accordance with the HQS.
 - ii. If the landlord has violated any obligation relating to any other housing assistance payments contracted with NJDHS, SHC or NJHMFA.
 - iii. If the landlord has committed fraud, bribery or any other corrupt or criminal act in connection with a rental assistance program.
 - iv. For projects with mortgages insured by NJHMFA or loans made by NJHMFA if the landlord has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the landlord has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - v. If the landlord has engaged in any drug-related criminal activity or any violent criminal activity or violation of the Law Against Discrimination or similar laws.
 - vi. If the landlord has violated the Anti-Eviction Act, the Security Deposit Act, Multiple Dwelling Law, Landlord Identity Law or any similar law intended to protect tenants.
 - vii. If the Landlord fails to provide written notification to NJHMFA *c/o* **SHC**, within 30 days after a subsidized tenant vacates the leased premises; if landlord fails to provide written notification to NJHMFA, *c/o* **SHC** at least 30 days before landlord institutes an eviction or other legal action against a subsidized tenant; or if Landlord fails to provide written notice to NJHMFA, *c/o* **SHC**, within 30 days after Landlord has been named in any foreclosure proceedings affecting the property in which the subsidized tenant resides.
- b. If the SHC determines that a breach has occurred the SHC may exercise any of its rights and remedies under the Agreement, or any other available rights and remedies for such breach. The SHC shall notify the landlord of such determination, including a brief statement of the reasons for the determination. The notice by the SHC to the landlord may require the landlord to take corrective action, as verified or determined by the SHC, by a deadline prescribed in the notice.
- c. The SHC's rights and remedies for landlord breach of the Agreement include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the Agreement.
- d. The SHC may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

- e. Even if the household continues to live in the contract unit, the SHC may exercise any rights and remedies for landlord breach of the Agreement.
- f. The SHC's exercise or non-exercise of any right or remedy for landlord breach of the Agreement is not a waiver of the right to exercise that or any other right or remedy at any time.

12. SHC Access to Premises and Landlord's Records

- a. The landlord and the property manager, if any, must provide any information pertinent to the SHC contract that the Agreement or SHC may reasonably require, including authorization to conduct criminal background, debarment and credit checks.
- b. The landlord must provide the SHC with full and free access to the contract unit and the premises, and to all accounts and other records of the landlord that are relevant to the Agreement, including the right to examine or audit the records and to make copies.

13. Exclusion of Third Party Rights

- a. The household is not a party to or third party beneficiary of Part I of the Agreement. The household may not enforce any provision of Part I, and may not exercise any right or remedy against the landlord or the SHC under Part I.
- b. The tenant or the SHC may enforce Part II against the landlord.
- c. The SHC does not assume any responsibility for injury to, or any liability to, any person injured as a result of the landlord's action or failure to act in connection with management of the contract unit or the premises or with implementation of the Agreement, or as a result of any other action or failure to act by the landlord.
- d. The landlord is not the agent of the SHC and the Agreement does not create or affect any relationship between the SHC and any lender to the landlord or any suppliers, employees, contractors or subcontractors used by the landlord in connection with management of the Agreement.

14. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - i. ;
 - ii. Any employee of the SHC, or any contractor, sub-contractor or agent of the SHC, who formulates policy or who influences decisions with respect to the program;
 - iii. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program.
- b. A covered individual may not have any direct or indirect interest in the Agreement or in any benefits or payments under the contract (including interest of an immediate household member of such covered individual) while such person is a covered individual or during one year thereafter.

- c. “Immediate household member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The landlord certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the Agreement, or at any time during the Agreement term.
- e. If a prohibited interest occurs, the landlord shall promptly and fully disclose such interest to the SHC.
- f. The conflict of interest prohibition under this section may be waived by the SHC for good cause and as directed by DHS.

15. Assignment of the Agreement

- a. The landlord may not assign the Agreement to a new landlord without the prior written consent of the SHC.
- b. If the landlord requests SHC consent to assign the Agreement to a new landlord, the landlord shall supply any information as required by the SHC that is pertinent to the proposed assignment.
- c. The Agreement may not be assigned to a new landlord that is debarred, suspended or subject to a limited denial of participation under State of New Jersey regulations, or under HUD, DCA, NJDHS, SHC or NJHMFA regulations, guidelines, policies or procedures.
- d. The Agreement may not be assigned to a new landlord if the SHC has prohibited such an assignment because:
 - i. The Federal or State government has instituted an administrative or judicial action against the landlord or proposed new landlord for violation of the Fair Housing Act or other Federal and State equal opportunity requirements, and such action is pending; or
 - ii. A court or administrative agency has determined that the landlord or proposed new landlord violated the Fair Housing Act or other Federal and State equal opportunity requirements
- e. The Agreement may not be assigned to a new landlord if the new landlord (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of the household, unless the SHC has determined (and has notified the household of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a household member who is a person with disabilities.
- f. The SHC may deny approval to assign the Agreement if the landlord or proposed new landlord (including a principal or other interested party):
 - i. Has violated obligations under a housing assistance payments contract with NJDHS, NJHMFA or NJDCA;
 - ii. Has committed fraud, bribery or any other corrupt or criminal act in connection with any housing assistance program;
 - iii. Has a history or practice of non-compliance with the HQS for units leased under the NJDHS rental assistance programs;
 - iv. Has a history or practice of renting units that fail to meet State or local housing codes; or

- v. Has not paid State or local real estate taxes, fines or assessments.
- g. The new landlord must agree to be bound by and comply with the Agreement. This consent must be in writing, and in a form acceptable to the SHC. The new landlord must give the SHC a copy of the executed agreement.

16. Foreclosure

- a. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior landlord and the tenant and to the Agreement between the landlord and the SHC for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

17. Written Notices

- a. Any notice by the SHC or the landlord in connection with this contract must be in writing.
- b. The SHC will be copied on all notices to quit and letters regarding lease violations.

18. Entire Agreement: Interpretation

- a. Parts I and II of the Agreement contain the entire agreement between the landlord and the SHC.
- b. The Agreement shall be interpreted and implemented in accordance with all statutory requirements and with all SHC requirements.

Part II: Contract Information

Tenant Name			Sex (F/M)	
Unit Address		City	State	Zip Code
County where unit is located	Date Lease Term Begins	Date Lease Term Ends	Monthly Rent	
Number of Units in Building		Type of Structure (eg. Single Fam, Multi Fam, Duplex, Group Home)	Number of Bedrooms in Unit	
Household Member Name 1		Household Member Name 2		
Household Member Name 3		Household Member Name 4		
Household Member Name 5		Household Member Name 6		

Landlord Organization Name				
Landlord Contact Name		Work Phone	Cellular Phone	
Mailing Address	City	State	Zip Code	
Email Address				

Payment Information. Rental assistance payments will be made by direct deposit. Please provide the following information and attach a check marked VOID. * Please note that if you have already provided this information to the SHC and it has not changed, you do NOT need to complete this information again.

Bank Name			
Bank Address	City	State	Zip Code
Routing Number	Account Number		
Account Name	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings		

Security Deposit. The security deposit must be held in a separate and secure bank account.

Bank Name			
Bank Address	City	State	Zip Code
Interest Rate	Amount of Deposit		
Account Name	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings		

Utilities and Appliances

The landlord shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the landlord shall pay for all utilities and appliances provided by the landlord.

Item	Type of Fuel (Natural Gas, Bottle Gas, Oil, Electric) / Appliances and Services	Utilities Provided (Yes/No)	Provided by (T or O)	Paid by (T or O)
Heating				
Cooking				
Water Heating				
Other Electric				
Water	N/A			
Sewer	N/A			
Trash Collection	N/A			
Air Conditioning	N/A			
Refrigerator	N/A			
Range/Microwave	N/A			
Other (Specify)				

I certify that the enclosed is true.

Print or Type Name of Landlord

Date

Signature